

Exhibit A

Receivership Order

1 Meagen E. Leary (SBN: 233103)
2 Marcus O. Colabianchi (SBN: 208698)
3
4 DUANE MORRIS LLP
5 One Market Plaza
6 Spear Street Tower, Suite 2200
7 San Francisco, CA 94105-1127
8 Telephone: (415) 957-3000
9 Facsimile: (415) 957-3001
10 Email: meleary@duanemorris.com
11 mcolabianchi@duanemorris.com

FILED
Superior Court of California
County of Los Angeles

JUN - 8 2022

Sherri R. Carter, Executive Officer/Clerk
By Nancy DiGiambattista, Deputy
N. DiGiambattista

12 Daniel B. Heidtke (SBN 302450)
13 DUANE MORRIS LLP
14 865 South Figueroa, Suite 3100
15 Los Angeles, CA 90017
16 Telephone: (213) 689-7400
17 Facsimile: (213) 689-7401
18 Email: dbheidtke@duanemorris.com

19 *Attorneys for Plaintiff*
MUSEUM BUILDING HOLDINGS, LLC

20 SUPERIOR COURT OF THE STATE OF CALIFORNIA

21 FOR THE COUNTY OF LOS ANGELES

22 MUSEUM BUILDING HOLDINGS, LLC, a
23 Delaware limited liability company,

24 Plaintiff,

25 v.

26 BROADBRIDGE LA, LLC, a Delaware limited
27 liability company; DOES 1 to 50, inclusive,

28 Defendants.

Case No. 22STCV17409

[PROPOSED] ORDER ON EX PARTE
APPLICATION FOR (1) APPOINTMENT
OF A RECEIVER, (2) TEMPORARY
RESTRAINING ORDER, AND (3) ORDER
TO SHOW CAUSE RE PRELIMINARY
INJUNCTION AND APPOINTMENT OF
RECEIVER

Date: June 8, 2022

Time: 8:30 a.m.

Dept.: 82

Date Action Filed: May 26, 2022

Trial Date: None Set

29 The Court, having read and considered the Verified Complaint of plaintiff MUSEUM
30 BUILDING HOLDINGS, LLC, a Delaware limited liability company ("Plaintiff"),¹ in this action,
31 and Plaintiff's *ex parte* application for the appointment of a receiver, temporary restraining order,

32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
8010
8011
8012
8013
8014
8015
8016
8017
8018
8019
8020
8021
8022
8023
8024
8025
8026
8027
8028
8029
8030
8031
8032
8033
8034
8035
8036
8037
8038
8039
8040
8041
8042
8043
8044
8045
8046
8047
8048
8049
8050
8051
8052
8053
8054
8055
8056
8057
8058
8059
8060
8061
8062
8063
8064
8065
8066
8067
8068
8069
8070
8071
8072
8073
8074
8075
8076
8077
8078
8079
8080
8081
8082
8083
8084
8085
8086
8087
8088
8089
8090
8091
8092
8093
8094
8095
8096
8097
8098
8099
80100
80101
80102
80103
80104
80105
80106
80107
80108
80109
80110
80111
80112
80113
80114
80115
80116
80117
80118
80119
80120
80121
80122
80123
80124
80125
80126
80127
80128
80129
80130
80131
80132
80133
80134
80135
80136
80137
80138
80139
80140
80141
80142
80143
80144
80145
80146
80147
80148
80149
80150
80151
80152
80153
80154
80155
80156
80157
80158
80159
80160
80161
80162
80163
80164
80165
80166
80167
80168
80169
80170
80171
80172
80173
80174
80175
80176
80177
80178
80179
80180
80181
80182
80183
80184
80185
80186
80187
80188
80189
80190
80191
80192
80193
80194
80195
80196
80197
80198
80199
80200
80201
80202
80203
80204
80205
80206
80207
80208
80209
80210
80211
80212
80213
80214
80215
80216
80217
80218
80219
80220
80221
80222
80223
80224
80225
80226
80227
80228
80229
80230
80231
80232
80233
80234
80235
80236
80237
80238
80239
80240
80241
80242
80243
80244
80245
80246
80247
80248
80249
80250
80251
80252
80253
80254
80255
80256
80257
80258
80259
80260
80261
80262
80263
80264
80265
80266
80267
80268
80269
80270
80271
80272
80273
80274
80275
80276
80277
80278
80279
80280
80281
80282
80283
80284
80285
80286
80287
80288
80289
80290
80291
80292
80293
80294
80295
80296
80297
80298
80299
80200
80201
80202
80203
80204
80205
80206
80207
80208
80209
80210
80211
80212
80213
80214
80215
80216
80217
80218
80219
80220
80221
80222
80223
80224
80225
80226
80227
80228
80229
80230
80231
80232
80233
80234
80235
80236
80237
80238
80239
80240
80241
80242
80243
80244
80245
80246
80247
80248
80249
80250
80251
80252
80253
80254
80255
80256
80257
80258
80259
80260
80261
80262
80263
80264
80265
80266
80267
80268
80269
80270
80271
80272
80273
80274
80275
80276
80277
80278
80279
80280
80281
80282
80283
80284
80285
80286
80287
80288
80289
80290
80291
80292
80293
80294
80295
80296
80297
80298
80299
80200
80201
80202
80203
80204
80205
80206
80207
80208
80209
80210
80211
80212
80213
80214
80215
80216
80217
80218
80219
80220
80221
80222
80223
80224
80225
80226
80227
80228
80229
80230
80231
80232
80233
80234
80235
80236
80237
80238
80239
80240
80241
80242
80243
80244
80245
80246
80247
80248
80249
80250
80251
80252
80253
80254
80255
80256
80257
80258
80259
80260
80261
80262
80263
80264
80265
80266
80267
80268
80269
80270
80271
80272
80273
80274
80275
80276
80277
80278
80279
80280
80281
80282
80283
80284
80285
80286
80287
80288
80289
80290
80291
80292
80293
80294
80295
80296
80297
80298
80299
80200
80201
80202
80203
80204
80205
80206
80207
80208
80209
80210
80211
80212
80213
80214
80215
80216
80217
80218
80219
80220
80221
80222
80223
80224
80225
80226
80227
80228
80229
80230
80231
80232
80233
80234
80235
80236
80237
80238
80239
80240
80241
80242
80243
80244
80245
80246
80247
80248
80249
80250
80251
80252
80253
80254
80255
80256
80257
80258
80259
80260
80261
80262
80263
80264
80265
80266
80267
80268
80269
80270
80271
80272
80273
80274
80275
80276
80277
80278
80279
80280
80281
80282
80283
80284
80285
80286
80287
80288
80289
80290
80291
80292
80293
80294
80295
80296
80297
80298
80299
80200
80201
80202
80203
80204
80205
80206
80207
80208
80209
80210
80211
80212
80213
80214
80215
80216
80217
80218
80219
80220
80221
80222
80223
80224
80225
80226
80227
80228
80229
80230
80231
80232
80233
80234
80235
80236
80237
80238
80239
80240
80241
80242
80243
80244
80245
80246
80247
80248
80249
80250
80251
80252
80253
80254
80255
80256
80257
80258
80259
80260
80261
80262
80263
80264
80265
80266
80267
80268
80269
80270
80271
80272
80273
80274
80275
80276
80277
80278
80279
80280
80281
80282
80283
80284
80285
80286
80287
80288
80289
80290
80291
80292
80293
80294
80295
80296
80297
80298
80299
80200
80201
80202
80203
80204
80205
80206
80207
80208
80209
80210
80211
80212
80213
80214
80215
80216
80217
80218
80219
80220
80221
80222
80223
80224
80225
80226
80227
80228
80229
80230
80231
80232
80233
80234
80235
80236
80237
80238
80239
80240
80241
80242
80243
80244
80245
80246
80247
80248
80249
80250
80251
80252
80253
80254
80255
80256
80257
80258
80259
80260
80261
80262
80263
80264
80265
80266
80267
80268
80269
80270
80271
80272
80273
80274
80275
80276
80277
80278
80279
80280
80281
80282
80283
80284
80285
80286
80287
80288
80289
80290
80291
80292
80293
80294
80295
80296
80297
80298
80299
80200
80201
80202
80203
80204
80205
80206
80207
80208
80209
80210
80211
80212
80213
80214
80215
80216
80217
80218
80219
80220
80221
80222
80223
80224
80225
80226
80227
80228
80229
80230
80231
80232
80233
80234
80235
80236
80237
80238
80239
80240
80241
80242
80243
80244
80245
80246
80247
80248
80249
80250
80251
80252
80253
80254
80255
80256
80257
80258
80259
80260
80261
80262
80263
80264
80265
80266
80267
80268
80269
80270
80271
80272
80273
80274
80275
80276
80277
80278
80279
80280
80281
80282
80283
80284
80285
80286
80287
80288
80289
80290
80291
80292
80293
80294
80295<br

1 and preliminary injunction (“Application”), together with all other pleadings and papers filed by the
 2 parties, and upon hearing the arguments of counsel, and finding good cause therefor,

3 **IT IS HEREBY ORDERED** as follows:

4 **APPOINTMENT OF RECEIVER**

5 1. **APPOINTMENT OF RECEIVER**: Kevin Singer of Receivership Specialists is
 6 appointed as receiver (the “Receiver”) in this action effective immediately.

7 2. **OATH**. The Receiver shall file an oath pursuant to Code of Civil Procedure section
 8 567(a).

9 3. **PLAINTIFF’S BOND**. Plaintiff shall post an undertaking in the sum of \$ 10,000
 10 pursuant to Code of Civil Procedure section 529(a) and Rule of Court 3.1150.

11 4. **RECEIVER’S BOND**. The Receiver shall post an undertaking in the sum of
 12 \$25,000 to the effect that the Receiver will faithfully discharge his duties and obey the orders of
 13 this Court pursuant to Code of Civil Procedure section 567(b). The Receiver shall be allowed the
 14 cost of this undertaking.

15 5. **RECEIVER’S FEES**. The Receiver may charge for the Receiver’s services at the
 16 Receiver’s standard billing rate of \$ 295.00 per hour, billed at a minimum of 0.2 per hour.

17 6. **PROPERTY MANAGEMENT**. Upon Plaintiff’s consent, the Receiver may employ
 18 a property manager for the Property.

19 7. **THE RECEIVERSHIP ESTATE**. The “Receivership Estate” or “Property,” as those
 20 terms are used herein, comprises all of the real, personal, tangible and intangible property of
 21 BROADBRIDGE LA, LLC, a Delaware limited liability company (“Borrower”), described in the
 22 Verified Complaint in this action, and any other collateral that secures the Loan as described in the
 23 Verified Complaint. Without limiting the foregoing, the Receivership Estate includes, without
 24 limitation:

25 a. real property that is located at 826 and 832 South Hill Street and 801 South
 26 Broadway, City and County of Los Angeles, California and commonly known as “The Museum
 27 Building”, and is more particularly described and as more particularly described in **Exhibit A**
 28 attached hereto; and

1 b. all personal property, including, but not limited to, cash and security deposits
2 derived from the Receivership Estate, rents, profits, and all maintenance materials, supplies,
3 equipment and tools.

4 8. POSSESSION BY THE RECEIVER. After filing his oath and bond, the Receiver
5 shall take immediate possession of the Receivership Estate.

6 9. POWERS AND DUTIES OF RECEIVER: The Receiver shall have all powers,
7 duties and authorities as are provided by law to use, operate, manage and control the Receivership
8 Estate, to collect and receive any and all rents, sub-rents, lease payments, profits and other income
9 from the Receivership Estate, to protect, preserve, improve and maintain the Receivership Estate,
10 and to incur expenses that are necessary and appropriate to care for, preserve and maintain the
11 Receivership Estate. Without limiting the foregoing, the Receiver's powers and duties shall
12 specifically include:

13 a. The Receiver shall, within thirty (30) days of qualification hereunder, file
14 with this Court an inventory of all property of which the Receiver shall have taken possession
15 pursuant to this Order, and any other property of which she shall subsequently come into
16 possession, and the Receiver shall conduct periodic accounts thereafter.

17 b. The Receiver shall collect all rents, profits and other income from the
18 Property, wherever they may exist.

19 c. The Receiver may without the Plaintiff's approval enter into leases for a term
20 not exceeding one year, obtain and evict tenants, and set and modify the amounts and terms of
21 leases.

22 d. Monies coming into the possession of the Receiver and not expended for
23 necessary operating expenses or any other purposes authorized by this Order shall be held by the
24 Receiver in one or more bank accounts at such federally-insured banking institutions as the
25 Receiver shall select, subject to such further orders as this Court may hereafter issue as to the
26 disposition of such monies. The Receiver shall not use the money coming into his possession to
27 reduce the debt of Borrower owed to Plaintiff except upon further order of this Court. Within ten
28 (10) days after the last day of each month, the Receiver shall serve on the parties, through counsel, a

1 report, including statements of account for the Property, for the funds received by the Receiver, and
2 for the expenses incurred or paid by the Receiver for that month. The Receiver need not file such
3 monthly reports with this Court.

4 e. Subject to further order of this Court, the Receiver shall operate and manage
5 the Property. The Receiver shall pay only those bills that are reasonable and necessary for the
6 operation or the protection of the Property for the period after the entry of this Order until
7 termination of the receivership and shall allocate funds in the following order of priority: (1) the
8 costs and expense of the Receivership Estate including utilities, insurance premiums, general and
9 special taxes or assessments levied on the real property and improvements thereon; (2) the creation
10 and retention by the Receiver of a reasonable working capital fund; and (3) all monies coming into
11 the Receiver's possession shall only be expended for the purposes herein authorized, and the
12 balance of funds shall be held by the Receiver pending further order of this Court. Notwithstanding
13 the foregoing, the Receiver is to make no payment for accrued liabilities of Borrower existing prior
14 to this Order other than expenses that in his reasonable judgment are necessary or proper to
15 preserve and protect the Property.

16 f. To the extent applicable, the Receiver shall make no refunds of security
17 deposits, unless such security deposit has previously been turned over or otherwise paid to the
18 Receiver in good and sufficient funds.

19 g. As appropriate, the Receiver may notify all necessary local, state and federal
20 governmental agencies of his appointment as the Receiver, including the California Franchise Tax
21 Board, the Internal Revenue Service and the California Board of Equalization.

22 h. The Receiver shall, upon taking possession of the Property, immediately
23 determine whether, in the Receiver's judgment, there is sufficient insurance coverage for the
24 Property (which shall at a minimum meet the requirements under the Loan Documents) and shall
25 notify the parties herein of his determination. If sufficient coverage does exist, the Receiver will
26 have himself and the property managers named as additional insureds on the policy or policies for
27 the period that they are in possession of the Property. If sufficient insurance coverage does not
28 exist, including coverage for any actions taken by the Receiver within the scope of his receivership,

1 the Receiver shall immediately so notify the parties to this lawsuit and shall procure, within ten (10)
2 days, sufficient insurance for the Property, provided there are funds in the Receivership Estate
3 available to do so. The Receiver shall not be personally liable for any uninsured claims arising
4 prior to the time that sufficient insurance is in place and in force. Borrower shall immediately
5 advise the Receiver about the nature and extent of insurance coverage on the Receivership Estate,
6 immediately name the Receiver and Receiver's property managers as additional insureds on each
7 insurance policy on the Receivership Estate and not cancel, reduce, or modify the insurance
8 coverage.

9 i. The Receiver shall take receipt of any mail addressed to Borrower at the
10 Property, for the purpose of opening that mail and taking receipt of payments payable with respect
11 to the Receivership Estate.

12 j. The Receiver shall not place or suffer any encumbrances on the Property
13 without the prior Court approval. To the extent deemed appropriate by the Receiver, the Receiver
14 may apply to Plaintiff to borrow additional funds to enable the Receiver to perform his duties and
15 satisfy his costs and expenses hereunder. Plaintiff shall have the right, but not the obligation, in
16 Plaintiff's sole and absolute discretion, to pay as and when due, or to lend to the Receiver, all or any
17 portion of such requested funds, in which event all such funds paid or lent shall be deemed to be
18 additions or protective advances secured by Plaintiff's existing liens under the Deed of Trust, and
19 shall be recoverable by Plaintiff at its option directly from the Receivership Estate.

20 k. The Receiver is authorized to retain the services of and enter into contracts
21 with maintenance and repair companies, licensed engineers or other building professionals, and
22 environmental consultants and contractors as the Receiver may select, and as the Receiver may
23 deem necessary or appropriate to properly investigate, monitor and/or remediate any conditions or
24 issues pertaining to the Property. The Receiver is further authorized to engage such architects,
25 engineers and other consultants as may be required to evaluate, maintain and preserve the
26 entitlements and/or permits relating to the development of the Property.

27 l. If so requested by Plaintiff, the Receiver is authorized to market and sell the
28 Property and to take such actions as are necessary to effectuate a private sale of the Property. In

1 carrying out these duties, the Receiver is authorized to retain properly qualified real estate
2 professionals, including, but not limited to, a real estate appraiser, broker and/or agent to list and
3 market the Property. Any sale is subject to Plaintiff's written consent and further order of this
4 Court. The Receiver shall be entitled to a commission in an amount to be determined by Plaintiff.
5 Said amount shall be a percentage of the sale price of the Property and payable at the close of
6 escrow from sale proceeds; provided, however, that the Receiver's commission shall be a portion
7 of, and not in addition to, any commission paid to real estate brokers involved in the listing and sale
8 of the Property.

9 m. In performing his duties, no risk or obligation shall be the personal risk or
10 obligation of the Receiver, but rather shall be solely the risk or obligation of the Receivership
11 Estate.

12 n. Upon receipt by the Receiver of a Sheriff's or Marshall's Deed of Sale after
13 judicial foreclosure, or a Trustee's Deed Upon Sale after non-judicial foreclosure, or a notice from
14 Plaintiff that Borrower has cured Borrower's existing defaults under the Loan Documents, or a
15 notice that Plaintiff has accepted a deed in lieu of foreclosure or foreclosed upon certain Property in
16 accordance with Article 9 of the Uniform Commercial Code, or a notice that there has been some
17 other settlement agreement between Plaintiff and Borrower, the Receiver shall immediately turn
18 over possession, custody and control of the Property that was the subject of any foreclosure, sale or
19 settlement to either Plaintiff, Borrower or to the successful purchaser, whichever is appropriate,
20 without further order of this Court (unless there is an order requiring the Receiver to continue in
21 possession and control of the applicable Property). Upon such turnover of possession, the Receiver
22 shall then be divested of possession, custody and control of the applicable Property and, if
23 consistent with existing law, the Receiver shall have no further liability as to the applicable
24 Property. Discharge of the Receiver shall require an order of this Court after filing of the
25 Receiver's Final Accounting and exoneration of the Receiver's bond.

26 o. The Receiver shall have no obligation to prepare or file tax returns on behalf
27 of Borrower.

28

1 p. The Receiver shall not be responsible for payment of any utility bills
 2 (including without limitation, electricity, gas, water, sewage, garbage, television/cable and
 3 telephone), unpaid payroll expenses, unpaid service vendor invoices, unpaid supply vendor invoices
 4 or other unpaid invoices incurred by, or the benefit of, the Property prior to the Receiver's taking
 5 possession of the Property. ~~Utility companies and other providers of utility services, including~~
 6 ~~without limitation, electricity, gas, water, sewage, garbage, television/cable and telephone are~~
 7 ~~directed not to demand additional deposits or to discontinue service.~~ The Receiver is authorized to
 8 open new customer accounts with each utility that provides services to the Property, or require
 9 Borrower to name the Receiver as an authorized user of any of the existing utility accounts for the
 10 Property.

11 q. ~~The Receiver may employ general counsel, unlawful detainer attorneys and~~
 12 ~~eviction services without further Court order.~~

13 r. The Receiver may also terminate or retain as Borrower's employees, existing
 14 employees of Borrower or related parties in order to continue any business operations with respect
 15 to the Property, and in case of such retention all payroll taxes, workers' compensation insurance,
 16 and related costs will be carried and reported as those of Borrower or such related parties, and not
 17 of the receivership estate.

18 s. The Receiver may use any federal taxpayer identification numbers relating to
 19 the Receivership Estate for any lawful purpose.

20 t. The Receiver may reject, in accordance with applicable law, any unexpired
 21 leases or contracts of Borrower which are, in the Receiver's judgment, burdensome on the
 22 Receivership Estate.

23 u. The Receiver shall operate the Receivership Estate, to preserve, protect, and
 24 secure the Property, take possession of all accounts and all books and records relating to the
 25 Receivership Estate. The Receiver shall have authority to determine and proceed with any
 26 entitlements and/or any permits relating to the Property, and to take any action to maintain in effect
 27 *upon approval of the court.* such entitlements and/or permits. The Receiver shall have the authority to change signatures to the
 28 Receiver on signature cards for existing accounts, and to transfer existing accounts, or funds in

1 existing accounts, into account(s) established by the Receiver. The Receiver shall have the
 2 authority to receive and endorse checks constituting income from the Property.

3 10. NONINTERFERENCE WITH RECEIVER AND TURNOVER OF PROPERTY.

4 a. Borrower and its representatives, and all other persons in active concert and
 5 participation with them, shall fully cooperate in immediately making available and turning over to
 6 the Receiver all Property, keys to the Property and the originals (or, with the Receiver's consent,
 7 copies) of all books, records, ledgers, bank records, documents, subcontracts, contracts, computer
 8 software, tax ID numbers, and other business records wherever located relating to the Property.

9 b. Except as may be otherwise ordered by this Court, Borrower and its
 10 respective representatives, and all other persons in active concert and participation with them, are
 11 hereby restrained and enjoined during the pendency of the receivership from doing, directly or
 12 indirectly, any of the following:

13 i. Interfering with the possession, operation, control and maintenance of
 14 the Receivership Estate;

15 ii. Demanding, collecting, receiving or in any other way diverting or
 16 using any of the proceeds derived from the Property;

17 iii. Committing or permitting any waste of the Property, or any part
 18 thereof, or suffering or committing or permitting any acts on the Property or any portion
 19 thereof in violation of law, or removing, transferring, encumbering or otherwise disposing
 20 of any of the Property or any portion thereof;

21 iv. Commingling, hypothecating, converting, concealing, conveying,
 22 assigning, misappropriating, misusing or otherwise transferring any of the monies derived
 23 from the Property or from using any of monies derived from the Property for any purpose
 24 except to turn them over to the Receiver;

25 v. Transferring, concealing, destroying, defacing or altering any of the
 26 instruments, documents, ledger cards, books, records, printouts or other writings relating to
 27 the Property, or any portion thereof; and

1 vi. Interfering with or hindering in any manner whatsoever the Receiver
 2 in the performance of his duties herein described or in the performance of any duties
 3 incidental thereto.

4 11. BANKRUPTCY– PLAINTIFF’S DUTY TO GIVE NOTICE. If Borrower files a
 5 bankruptcy case during the receivership, Plaintiff shall give notice of the bankruptcy case to this
 6 Court, to all parties, and to the Receiver as soon as practicable after the day on which Plaintiff
 7 receives notice of the bankruptcy filing.

8 12. BANKRUPTCY – RECEIVER’S DUTIES. If the Receiver receives notice that a
 9 bankruptcy has been filed and part of the bankruptcy estate includes property that is the subject of
 10 this Order, the Receiver shall have the following duties:

11 a. The Receiver shall immediately contact Plaintiff and determine whether
 12 Plaintiff intends to move in the bankruptcy court for an order for (1) relief from the automatic stay,
 13 and (2) relief from the Receiver’s obligation to turn over the property (11 U.S.C. § 543). If Plaintiff
 14 has no intention to make such a motion, the Receiver shall immediately turn over the Receivership
 15 Estate to the appropriate entity – either to the trustee in bankruptcy if one has been appointed or, if
 16 not, to the debtor in possession – and otherwise comply with 11 U.S.C. § 543.

17 b. If Plaintiff intends to seek relief immediately from both the automatic stay
 18 and the Receiver’s obligation to turn over the Receivership Estate, the Receiver may remain in
 19 possession and preserve the Receivership Estate pending the ruling on those motions (11 U.S.C. §
 20 543(a)). The Receiver’s authority to preserve the Receivership Estate shall be limited as follows:

- 21 i. The Receiver may continue to collect rents and other income;
- 22 ii. The Receiver may make only those disbursements necessary to
 23 preserve and protect the Receivership Estate;
- 24 iii. The Receiver shall not execute any new leases or other long-term
 25 contracts; and
- 26 iv. The Receiver shall do nothing that would effect a material change in
 27 the circumstances of the Receivership Estate.

1 c. If the bankruptcy court enters an order or Plaintiff fails to file a motion
 2 within 30 days after receipt of actual notice of the bankruptcy filing, the Receiver shall immediately
 3 turn over the Receivership Estate to the appropriate entity – either to the trustee in bankruptcy if
 4 one has been appointed or, if not, to the debtor in possession – and otherwise comply with 11
 5 U.S.C. § 543.

6 d. The Receiver may apply to the bankruptcy court to retain legal counsel to
 7 assist the Receiver with issues arising out of the bankruptcy proceedings that affect the
 8 receivership.

9 13. PAYMENT OF RECEIVER FEES. The Receiver is authorized to prepare periodic
 10 interim statements reflecting the Receiver's fees and administrative and management costs incurred
 11 in the operation and administration of the Receivership Estate. Upon completion of an interim
 12 statement, and mailing or emailing a copy to the parties' respective attorneys of record or any other
 13 designated person or agent, the Receiver may pay from funds in the Receivership Estate, if any, the
 14 amount of said statement. Notwithstanding the periodic payment of the Receiver's fees and
 15 administrative expenses, said fees and expenses shall be submitted to this Court for its approval and
 16 confirmation, in the form of either a noticed interim request for fees, a stipulation among all the
 17 parties, or the Receiver's Final Accounting. Plaintiff shall have the option to make payments to the
 18 Receiver for his interim fees, subject to this Court's approval of such fees.

19 14. FURTHER INSTRUCTIONS. It is further ordered that the Receiver, Plaintiff, and
 20 Borrower may, at any time, apply to this Court for further instructions and for further powers
 21 necessary to enable the Receiver to perform his duties.

22 **TEMPORARY RESTRAINING ORDER PENDING ORDER TO SHOW CAUSE HEARING**

23 Borrower BROADBIDGE LA, LLC, a Delaware limited liability company, DOES 1 to 50
 24 (collectively, the "Defendants") and their agents, employees and representatives, and all persons or
 25 entities acting under or in concert with Defendants, are restrained and enjoined from transferring,
 26 concealing, destroying, defacing or altering any of the books and records for the Property, and any
 27 personal property and rents or other income related to or derived therefrom.

1 Pending the hearing on the Order to Show Cause, the Defendants shall establish an account
2 for the purpose of segregating the security deposits, issues, rents, income, profits, revenues,
3 royalties, storage unit rentals or lease payments of the Property whenever collected, shall deposit the
4 proceeds of same into the account so established, and shall be prohibited from making any
5 expenditures from said account, so the same can be turned over to the Receiver.

6 **ORDER TO SHOW CAUSE**

7 Pursuant to California Rules of Court, Rule 3.1176, it is ordered that, on
8 June 30, 2022, at 1:30 pm, Defendants shall appear before this Court, in Department 82 to show
9 cause, if any, why the appointment of the Receiver should not be confirmed, why the Receiver
10 should not take possession and continue in possession of the Property described in Exhibit A hereto,
11 manage and control the Property in accordance with this order, and why Defendants should not be
12 prohibited from controlling or receiving any income from the Property. *and only an int'nd in
13 should not issue in the same form
14 as the TRO.*

15 Should Defendants desire to oppose the appointment and confirmation of the Receiver,
16 Defendants shall file and personally serve or serve by telecopy opposition papers on Plaintiff's
17 counsel, Meagen E. Leary, Marcus O. Colabianchi and Daniel B. Heidtke of Duane Morris LLP, by
18 electronic mail no later than 3:00 p.m. on June 23, 2022. *and many papers*

19 It is further ordered that service of this Order shall be effected upon the Defendants and/or
20 their counsel through electronic mail by no later than June 9, 2022, and proof of such
21 service shall be filed by Plaintiff's counsel with this Court prior to the Order to Show Cause Hearing
by June 17, 2022.

22 Dated: 6/8/22 *Doxy reply and POS by June 27, 2022*

23
24
25
26
27
28
Mary Strobel
JUDGE OF THE SUPERIOR COURT

EXHIBIT A

[Legal Description of Property]

**REAL PROPERTY IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE
OF CALIFORNIA, DESCRIBED AS FOLLOWS:**

PARCEL 1:

LOT "C" AS SHOWN ON MAP OF A RE-SUBDIVISION OF A PORTION OF BLOCK 52, OF HUBER TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 12 PAGE 1 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION OF SAID LOT "C" INCLUDED WITHIN THE BOUNDARIES DESCRIBED AS FOLLOWS:

THAT PORTION OF BLOCK 52, OF THE HUBER TRACT, IN THE CITY OF LOS ANGELES,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK
2 PAGE 280 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY
RECORDER OF SAID COUNTY. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHEASTERLY LINE OF HILL STREET, 92 FEET WIDE, DISTANT THEREON SOUTH $37^{\circ} 42'$ WEST 177.25 FEET FROM THE SOUTHWESTERLY LINE OF EIGHTH STREET, 70 FEET WIDE, AS LOCATED BY THE CITY ENGINEER OF SAID CITY; THENCE ALONG HILL STREET SOUTH $37^{\circ} 42'$ WEST 59.33 FEET TO THE NORTHEASTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO KATE VAN NUYS PAGE, RECORDED ON SEPTEMBER 17, 1923 AS INSTRUMENT NO. 943 IN, IN BOOK 2396 PAGE 242 OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID NORTHEASTERLY LINE SOUTH $52^{\circ} 11' 20''$ EAST 160.70 FEET; THENCE NORTH $37^{\circ} 56'$ EAST 59.38 FEET TO A LINE HAVING A BEARING OF NORTH $52^{\circ} 12' 30''$ WEST WHICH PASSES THROUGH THE POINT OF BEGINNING; THENCE ALONG SAID LINE NORTH $52^{\circ} 12' 30''$ WEST 160.94 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LOT "C" INCLUDED WITHIN THE
PORTION OF THE SOUTHEASTERLY 6.00 FEET OF HILL STREET 92.00 FEET WIDE
WHICH LIES NORTHWESTERLY OF AND ADJOINING THE LAND ABOVE EXCEPTED.

PARCEI 1A:

LOT 20 IN BLOCK 52, OF HUBER TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2 PAGE 280 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

1 PARCEL 2:

2 LOT "B" OF TRACT 2698, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES,
3 STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 29 PAGE 89 OF MAPS, IN
THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

4 PARCEL 2A:

5 THAT PORTION OF LOUISA KALISHER'S HILL STREET LOT, AS PER MAP RECORDED
6 IN BOOK 8 PAGE 34, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID
COUNTY, PARTICULARLY DESCRIBED AS FOLLOWS:

7 A STRIP OF LAND LYING ADJACENT TO THE NORTHERLY LINE OF LOT "B" OF TRACT
8 2698 ABOVE DESCRIBED, AND HAVING A FRONTAGE OF 15 9/16 INCHES ALONG THE
9 EASTERLY LINE OF HILL STREET AND A WIDTH OF 24 5/16 INCHES ON THE EASTERLY
LINE OF SAID LOUISA KALISHER'S HILL STREET LOT AS SHOWN ON THE AFORESAID
10 MAP.

11 PARCEL 3:

12 LOT "F" OF TRACT 2022, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES,
13 STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 21 PAGE 92 OF MAPS, IN
THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

14 PARCEL 4:

15 THE NORTH 1/2 OF LOT "E" OF TRACT 655, IN THE CITY OF LOS ANGELES, COUNTY OF
16 LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 16 PAGES 98
17 AND 99 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY,
18 WHICH SAME LOT IS ALSO KNOWN AS THE NORTH 1/2 OF LOT "E" OF TRACT 419, IN
19 THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS
PER MAP RECORDED IN BOOK 14 PAGE 136 OF MAPS, IN THE OFFICE OF THE COUNTY
RECORDER OF SAID COUNTY.

20 PARCEL 5:

21 THE SOUTH 1/2 OF LOT "E" OF TRACT 655, IN THE CITY OF LOS ANGELES, COUNTY OF
22 LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 16 PAGES 98
23 AND 99 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY,
24 WHICH SAME LOT IS ALSO KNOWN AS THE SOUTH 1/2 OF LOT "E" OF TRACT 419, IN
THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS
PER MAP RECORDED IN BOOK 14 PAGE 136 OF MAPS, IN THE OFFICE OF THE COUNTY
RECORDER OF SAID COUNTY.

25

26

27

28

1 PARCEL 6:

2 PARCEL A:

3 THAT PORTION OF BLOCK 52, OF THE HUBER TRACT, IN THE CITY OF LOS ANGELES,
4 COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK
2 PAGE 280 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY
RECODER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

6 BEGINNING AT A POINT IN THE SOUTHEASTERLY LINE OF HILL STREET, 92 FEET
7 WIDE, DISTANT THEREON SOUTH $37^{\circ} 42'$ WEST 177.25 FEET FROM THE
8 SOUTHWESTERLY LINE OF EIGHTH STREET, 70 FEET WIDE, AS LOCATED BY THE
9 CITY ENGINEER OF SAID CITY; THENCE ALONG HILL STREET SOUTH $37^{\circ} 42'$ WEST
59.33 FEET TO THE NORTHEASTERLY LINE OF THE LAND DESCRIBED IN THE DEED
10 TO KATE VAN NUYS PAGE, RECORDED IN BOOK 2396 PAGE 242 OF OFFICIAL
11 RECORDS OF SAID COUNTY; THENCE ALONG SAID NORTHEASTERLY LINE SOUTH
12 $52^{\circ} 11' 20''$ EAST 160.70 FEET; THENCE NORTH $37^{\circ} 56'$ EAST 59.38 FEET TO A LINE
POINT OF BEGINNING; THENCE ALONG SAID LINE NORTH $52^{\circ} 12' 30''$ WEST 160.94
FEET TO THE POINT OF BEGINNING.

13 PARCEL B:

14 LOUISA KALISHER'S HILL STREET LOT, IN THE CITY OF LOS ANGELES, COUNTY OF
15 LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 8 PAGE 34
OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

16 EXCEPT THEREFROM THAT PORTION OF SAID LOT PARTICULARLY DESCRIBED AS
17 FOLLOWS:

18 A STRIP OF LAND LYING ADJACENT TO THE NORTHERLY LINE OF LOT "B" OF TRACT
2698, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF
19 CALIFORNIA, AS PER MAP RECORDED IN BOOK 29 PAGE 89 OF MAPS, IN THE OFFICE
20 OF THE COUNTY RECORDER OF COUNTY, AND HAVING A FRONTAGE OF 15 9/16THS
INCHES ALONG THE EASTERLY LINE OF HILL STREET AND A WIDTH OF 24 5/16THS
21 INCHES ON THE EASTERLY LINE OF SAID LOUISA KALISHER'S HILL STREET LOT.

22 APN:

23 5144-017-028 (affects Parcels 3, 4 and 5)

24 5144-017-029 (affects Parcels 2, 2A and 6A and 6B)

25 5144-017-030 (affects Parcels 1 and 1A)

26

27

28